

21

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

DELPHI AUTOMOTIVE SYSTEMS, LLC, and its
Operating Division DELPHI ELECTRONICS &
SAFETY DIVISION,

Plaintiff,

v.

AMTEK ENGINEERING LIMITED,
AMTEK MEXICO SA de CV, and
AMTEK (USA) ENTERPRISES, INC.,

Defendants.

Case: 2:07-cv-13843
Assigned To: Hood, Denise Page
Referral Judge: Pepe, Steven D
Filed: 09-12-2007 At 01:10 PM
REM DELPHI ET AL V. AMTEK ENG ET AL
(DA)

NOTICE OF REMOVAL

TO: Clerk of the United States District Court for the Eastern District of Michigan, Southern Division

Pursuant to 28 U.S.C. §§ 1332, 1441 and 1446 Defendants, Amtek Engineering Limited ("Amtek Engineering"), Amtek Mexico SA de CV ("Amtek Mexico"), and Amtek (USA) Enterprises, Inc. ("Amtek Enterprises"), (collectively "Defendants"), without waiving any arguments, claims, or defenses (including those available pursuant to Fed. R. Civ. P. 12(b)(2)), provide notice that they are removing this action from Oakland County Circuit Court in the State of Michigan to the United States District Court for the Eastern District of Michigan, Southern Division, on the grounds set forth below.

I.
INTRODUCTION

1. Plaintiff, Delphi Automotive Systems, LLP, and its Operating Division Delphi Electronics & Safety Division ("Plaintiff" or "Delphi"), filed its Complaint (the "Complaint"),

captioned *Delphi Automotive Systems, LLC, and its Operating Division Delphi Electronics & Safety Division v. Amtek Engineering Limited, Amtek Mexico SA de CV, and Amtek (USA) Enterprises, Inc.*, Case No. 07-084966-CK, attached hereto as Exhibit "A", in the State of Michigan Oakland County Circuit Court (Hon. Michael Warren), requesting money damages based on (1) the alleged breach of a written contract (the "Contract") executed between Plaintiff and Defendants, (2) the alleged existence of guarantee obligations, (3) the alleged existence of a bailment, and (4) the alleged existence of an agency relationship. Complaint at ¶¶ 10-27.

2. As reflected in a letter from Dennis D. Alberts ("Alberts"), attached hereto as Exhibit "B," Defendant Amtek Engineering was served with a Summons and Complaint in the action, and received notice of said action, on August 16, 2007.

3. Defendants' counsel was informed by Plaintiff's counsel that Amtek Mexico was served with process on or about August 15, 2007, but to date there appears no written documentation of such service.

4. As reflected in another letter from Alberts, attorney for Plaintiff, attached hereto as Exhibit "C," Defendant Amtek Enterprises was served with a Summons and Complaint in the Action, and received notice of said action, on August 14, 2007.

5. By reason of the foregoing, this notice of removal is timely filed within the 30-day period required by 28 U.S.C. § 1446(b).

II. GROUND FOR REMOVAL

6. This action is removable based upon the Court's diversity jurisdiction. *See* 28 U.S.C. § 1332(a), 1441(b). Diversity jurisdiction exists "where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between ... citizens

of different States and in which citizens or subjects of a foreign state are additional parties.” 28 U.S.C. § 1332(a).

A. Complete Diversity of Citizenship

7. Amtek Engineering is a foreign corporation, incorporated in Singapore, with its principal place of business in Singapore. A corporation is deemed to be a citizen of any state in which it has been incorporated and of the state where it has its principal place of business. 28 U.S.C. § 1332(c)(1). Further, an alien corporation is considered to be a citizen of its country of incorporation. *Wilson v. Humphreys (Caymen) Ltd.*, 916 F.2d 1239, 1242 n.2 (7th Cir. 1990). Thus, for purposes of 28 U.S.C. § 1332(a), Amtek Engineering is considered a citizen of Singapore.

8. Amtek Mexico is a wholly owned subsidiary of Amtek Engineering with its principal place of business in Mexico. A subsidiary corporation is a citizen of both the state where it was incorporated and the state where it has its principal place of business. *Beightol v. Capitol Bankers Life Ins. Co.*, 730 F. Supp. 190, 193 (E.D.Wis. 1990). Therefore, pursuant to 28 U.S.C. § 1332(a), Amtek Mexico is a citizen of Singapore and Mexico.

9. Amtek Enterprises is a wholly owned subsidiary of Amtek Engineering with its principal place of business in San Jose, Santa Clara County, California. Hence, for diversity purposes, Amtek Enterprises is a citizen of Singapore and California. *See Beightol*, 730 F. Supp. at 193.

10. Upon information and belief, Delphi is, and was at the time of the filing of the Complaint, a Michigan-based limited liability company. Citizenship of a limited liability company is determined by looking to the citizenship of its members. *Safeco Ins. Co. v. Champaign Market Place, LLC*, 36 F.3d 540, 544-45 (6th Cir. 1994). Upon information and

belief, although some the members of the Delphi Board of Directors reside outside of Michigan, no member is a resident of California.

11. Accordingly, complete diversity of citizenship exists between the parties to the Action pursuant to 28 U.S.C. § 1332(a).

B. Amount in Controversy

12. The Action must involve an amount in controversy that exceeds \$75,000, excluding interest and costs. 28 U.S.C. § 1332(a). If the plaintiff states the monetary demand in the complaint, the defendant may rely on that assertion to satisfy the jurisdictional requirement. *S.W.S. Erectors, Inc. v. Infax, Inc.*, 72 F.3d 489, 492 (5th Cir. 1996). In the Complaint, Delphi alleges that it has incurred damages in excess of \$1.92 million. Complaint at ¶14. Therefore, the amount in controversy exceeds the statutory requirement, satisfying 28 U.S.C. § 1332(a).

**III.
UNANIMOUS CONSENT OF ALL DEFENDANTS**

13. The undersigned counsel represents Amtek Engineering, Amtek Mexico, and Amtek Enterprises, and each of the defendants consents to the removal of this action.

**IV.
DOCUMENTS SUBMITTED WITH NOTICE**

14. Attached to this Notice are the following documents:

- | | |
|-----------------------|---|
| <u>Exhibit "A"</u> -- | the Complaint filed in state court; |
| <u>Exhibit "B"</u> -- | a copy of the letter of service to Amtek Engineering from
Alberts; and |
| <u>Exhibit "C"</u> -- | a copy of the letter of service to Amtek Enterprises from
Alberts. |

V.
NOTICE OF FILING

15. The Defendants will give written notice of the filing of this notice as required by 28 U.S.C. § 1446(d) and will file a copy of this notice with the clerk of Circuit Court for the County of Oakland, Michigan as required by 28 U.S.C. § 1446(d).

WHEREFORE, Defendants respectfully request that the above-captioned action be removed from the Oakland County Circuit Court in and for the State of Michigan to the United States District Court for the Eastern District of Michigan, Southern Division.

Dated: September 11, 2007

Respectfully submitted,

By: Christi A. Patrick
William A. Sankbeil (P19882)
Christi A. Patrick (P69676)
KERR, RUSSELL AND WEBER, PLC
500 Woodward Avenue, Suite 2500
Detroit, MI 48226
(313) 961-0200
(313) 961-0388 FAX
was@krwlaw.com
cap2@krwlaw.com

Norlynn B. Price
Abby Newman Ruth
FULBRIGHT & JAWORSKI, LLP
2200 Ross Avenue, Suite 2800
Dallas, TX 75201
(214) 855-7438
(214) 855-8200 FAX
nprice@fulbright.com
aruth@fulbright.com

**ATTORNEYS FOR DEFENDANTS AMTEK
ENGINEERING LIMITED, AMTEK MEXICO
SA DE CV, AND AMTEK (USA)
ENTERPRISES, INC.**

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

DELPHI AUTOMOTIVE SYSTEMS, LLC, and its
Operating Division DELPHI ELECTRONICS &
SAFETY DIVISION,

Plaintiff,

Case No. _____

v.

Hon. _____

AMTEK ENGINEERING LIMITED,
AMTEK MEXICO SA de CV, and
AMTEK (USA) ENTERPRISES, INC.,

Defendants.

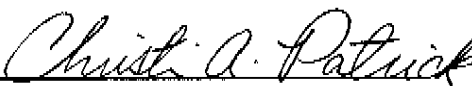
PROOF OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Notice of Removal and this


Proof of Service was served by mail on September 12, 2007 on

Dennis D. Alberts
OGNE, ALBERTS & STUART, P.C.
1869 East Maple Road
Troy, MI 48083

And by hand on the Oakland County Circuit Court.


Christi A. Patrick

Subscribed and sworn to before me this
12th day of September, 2007


Notary Public, Wayne County, Michigan

My Commission expires: _____

DEBORA R. ROTTMAN
Notary Public, State of Michigan
County of Oakland
My Commission Expires July 27, 2010
Acting in the County of Wayne

A

From:CLERKS OFFICE LEGAL

2484529221

09/07/2007 11:10 #161 P.002/010

111-08/18/07-09:19:18-78813

07-084966-CK



JUDGE MICHAEL WARREN
DELPHI AUTOM V AMTEK ENGINE

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

DELPHI AUTOMOTIVE SYSTEMS, LLC,
and its Operating Division DELPHI ELECTRONICS
& SAFETY DIVISION,

Plaintiff,

vs.

Case No.: 07-_____-CK
Hon: _____

AMTEK ENGINEERING LIMITED,
AMTEK MEXICO SA de CV, and
AMTEK (USA) ENTERPRISES, INC.,

Defendant.

DENNIS D. ALBERTS (P26348)
Attorney for Plaintiff
1869 East Maple Road
Troy, MI 48083
(248) 362-3707

CHARLES E. BROWN (P46400)
Co-Counsel for Plaintiff
Delphi - Litigation Group
M/C 400-410-254
5825 Delphi Drive
Troy, MI 48098
(248) 813-3368

RECEIVED FOR FILING
OAKLAND COUNTY CLERK
2007 AUG -9 P 1:16
BY:
DEPUTY COUNTY CLERK

COMPLAINT

JURY DEMAND

There is no other pending or resolved civil action
arising out of the transaction or occurrence alleged in
the complaint.

NOW COMES Plaintiff, DELPHI AUTOMOTIVE SYSTEMS, LLC and its Operating
Division DELPHI ELECTRONICS & SAFETY DIVISION (hereafter Delphi), by and through
its attorneys, OGNE, ALBERTS & STUART, P.C., and for its Complaint against Defendants,
AMTEK ENGINEERING LIMITED, AMTEK MEXICO SA de CV, and AMTEK (USA)
ENTERPRISES, INC. (hereafter Amtek), states the following:

From:CLERKS OFFICE LEGAL

2484529221

09/07/2007 11:10 #161 P.003/010

111.08/10/07.09:19:10.70014

GENERAL ALLEGATIONS

1. Plaintiff is a tier 1 auto supplier with its principal place of business in the City of Troy, County of Oakland, State of Michigan.

2. Amtek Engineering Limited is a foreign corporation with principal offices in Singapore doing business in the United States and specifically doing business in Oakland County, Michigan.

3. Amtek Mexico SA de CV is a wholly owned subsidiary of Amtek Engineering Limited with manufacturing operations in Mexico and doing business in the United States and specifically in Oakland County, Michigan.

4. Amtek USA Enterprises, Inc. is a wholly owned subsidiary of Amtek Engineering Limited with principal offices in San Jose, California and doing business in Oakland County, Michigan.

5. Delphi entered into a series of requirements contracts with Amtek Mexico SA de CV over a period of time from about January 1, 2004 through the middle of 2006 for certain automotive parts to be manufactured in Amtek's facilities located in Mexico for shipment to locations in the United States which contracts are identified by the following P.O. numbers and incorporated herein and identified as Exhibit A:

550040497; 550042412; 550043775; 550046222; 550047144; 550047240;
550049926; 550051961; 550064687; 550069225; 550075169; 550075182; 550076548;
550077833; 550077837; 550078990; 550079926; 550083103; 550127460.

From:CLERKS OFFICE LEGAL

2484529221

09/07/2007 11:10 #161 P.004/010

111.08/10/07,09:19:18.78825

6. Pursuant to the requirements contracts, Amttek produced various components for Delphi at Defendants' facilities in Mexico utilizing various tooling and other properties owned by Delphi and placed in the care/custody of Amttek.

7. On or about January 18, 2007, a fire occurred at Amttek's facilities in Mexico causing significant property damage including property owned by Delphi as well as a disruption of Amttek's ability to meet its obligations under the aforesaid requirements contracts.

8. The damages caused to the Plaintiff as a result of the fire at Defendants' facility in Mexico amount to more than \$1.92 million, meeting the jurisdictional requirements of the court.

9. The requirements contracts, Exhibit A, with incorporated terms and conditions, Exhibit B, provide that the parties hereto acknowledge and consent to the jurisdiction of this court and the application of Michigan law.

COUNT I - BREACH OF CONTRACT

10. Plaintiff realleges and incorporates by reference Paragraphs #1 through #9 of this Complaint as though fully set forth herein.

11. Pursuant to the requirements contracts and terms and conditions referenced above, the parties agreed to the following:

"During any delay or failure to perform by Seller [Amttek], Buyer [Delphi] may (i) purchase substitute goods from other available sources, in which case the quantities under this Contract will be reduced by the quantities of such substitute goods and Seller will reimburse buyer for any additional costs to Buyer of obtaining the substitute goods compared to the prices set forth in this Contract and/or (ii) have Seller provide substitute goods from other available sources in quantities and at times Buyer requests and at the prices set forth in this Contract. If Seller fails to provide adequate assurances that any delay will not exceed thirty (30) days or if any delay lasts more than thirty

From:CLERKS OFFICE LEGAL

2484529221

09/07/2007 11:10 #161 P.005/010

111.88/10/07.09:19:18.70816

(30) days, Buyer may terminate this Contract without any liability to Seller or obligation to purchase raw materials, work-in-process or finished goods under Section 11. . . . " (Emphasis added.) Exhibit B at 6. Force Majeure.

12. As a result of the fire at the Amtek facilities in January of 2007, Amtek was unable to and failed to perform its obligations under these contracts and Delphi took comprehensive measures to insure that substitute goods were obtained from alternate sources as was their right under the contracts between the parties.

13. The additional costs incurred by Plaintiff for obtaining the substitute goods included repair and replacement of die sets and other tooling, replacement of raw materials, substantial manpower, expenses and commitment to insure that Delphi meets its contractual obligations with its customers regarding the components which were to be manufactured by Defendant Amtek at its facilities in Mexico.

14. The total additional costs incurred by Delphi as a result of their efforts to obtain substitute goods is ongoing and has, at the time of the filing of this Complaint, exceeded \$1.92 million.

15. Demand has been made by Plaintiff for the additional costs incurred by it for substitute goods which demand has been refused by the Defendants.

16. Amtek has further breached its contracts with Plaintiff by Defendants' failure to meet the insurance requirements of the contracts between the parties and in other ways to be determined through discovery.

WHEREFORE, Plaintiff Delphi prays for a judgment of \$1.92 million plus ongoing damages, fees, expenses and attorney fees against Amtek Engineering Limited, Amtek Mexico SA de CV and Amtek (USA) Enterprises, Inc., jointly and severally.

From:CLERKS OFFICE LEGAL

2484529221

09/07/2007 11:10 #161 P.006/010

111.44/18/07.49:19:18.78817

COUNT II - GUARANTEE

17. Plaintiff realleges and incorporates by reference Paragraphs #1 through #16 of this Complaint as though fully set forth herein.

18. The subject contract further provides:

"With respect to any monetary obligations of Seller or Seller's affiliates to Buyer or Buyer's affiliates, including, without limitation, direct and indirect losses, costs and damages resulting from Seller's failure to timely deliver goods or services, the failure of any goods or services to conform to applicable warranties or other breach by Seller of this Contract, Buyer may at any time, as applicable, recover, recoup or setoff such amounts by deducting such amounts from any sums that are, or will become, owing, due or payable to Seller or Seller's affiliates by Buyer or Buyer's affiliates." Exhibit B at 21. Buyer's Recovery Right.

19. By contract, Amtek USA Enterprises, Inc. and Amtek Engineering Limited have guaranteed the obligations of Amtek Mexico SA de CV.

20. All obligations of Amtek Mexico SA de CV are obligations of Amtek Engineering Limited and Amtek USA Enterprises, Inc. in accordance with the contract.

WHEREFORE, Plaintiff Delphi prays for a judgment of \$1.92 million plus ongoing damages, fees, expenses and attorney fees against Amtek Engineering Limited, Amtek Mexico SA de CV and Amtek (USA) Enterprises, Inc., jointly and severally.

COUNT III - BAILMENT

From:CLERKS OFFICE LEGAL

2484529221

09/07/2007 11:10 #161 P.007/010

114, 09/18/07, 09:19:18, 70018

21. Plaintiff realleges and incorporates by reference Paragraphs #1 through #20 of this Complaint as though fully set forth herein.

22. Plaintiff Delphi entrusted certain property including, but not limited to, dies, fixtures and raw materials, to Amtek for purposes of the parties' fulfillment of the requirements contract.

23. Entrustment of the aforesaid property created a legal bailment wherein Amtek as bailee is absolutely liable for damages to Plaintiff's property as a result of the fire loss on January 18, 2007 at Defendants' facility in Mexico. Exhibit B at 17.2 Bailment of Buyers Property.

WHEREFORE, Plaintiff Delphi prays for a judgment of \$1.92 million plus ongoing damages, fees, expenses and attorney fees against Amtek Engineering Limited, Amtek Mexico SA de CV and Amtek (USA) Enterprises, Inc., jointly and severally.

COUNT IV - AGENCY

24. Plaintiff realleges and incorporates by reference Paragraphs #1 through #23 of this Complaint as though fully set forth herein.

25. Plaintiff Delphi's course of dealing with Defendants Amtek establishes that each of the Amtek entities identified herein acted as agents for the others, used the same executive personnel for leadership and were so inextricably intertwined as to be alter egos of the others.

26. Based on Defendants' actions and course of dealings with Delphi, any corporate separation among the three Amtek entities was obscured, ignored and eliminated.

27. All obligations of Amtek Mexico SA de CV are obligations as well of Amtek Engineering Limited and Amtek (USA) Enterprises, Inc.

From:CLERKS OFFICE LEGAL

2484529221

09/07/2007 11:11 #161 P.008/010

111.09/10/07.09:14:18.78819

WHEREFORE, Plaintiff Delphi prays for a judgment of \$1.92 million plus ongoing damages, fees, expenses and attorney fees against Amtek Engineering Limited, Amtek Mexico SA de CV and Amtek (USA) Enterprises, Inc., jointly and severally.

OGNE, ALBERTS & STUART, P.C.



DENNIS D. ALBERTS (P26348)

Attorney for Plaintiff
1869 East Maple Road
Troy, MI 48083
(248) 362-3707

Dated: August 9, 2007

From:CLERKS OFFICE LEGAL

2484529221

09/07/2007 11:11 #161 P.009/010

L11.08/10/07.09:19:18.78820

DEMAND FOR TRIAL BY JURY

Plaintiff Delphi, by and through his attorneys, Ogne, Alberts & Stuart, P.C., hereby requests a trial by jury relative to the captioned matter.

OGNE, ALBERTS & STUART, P.C.



DENNIS D. ALBERTS (P26348)
Attorney for Plaintiff
1869 East Maple Road
Troy, Michigan 48063
(248) 362-3707

Dated: August 9, 2007

B

OGNE, ALBERTS & STUART, P.C.

ATTORNEYS AND COUNSELORS

1869 EAST MAPLE ROAD
TROY, MICHIGAN 48063
TELEPHONE 248-362-3707

DENNIS D. ALBERTS
DALBERTS@OASPC.COM

FACSIMILE: 248-362-0422
WEBSITE: WWW.OASPC.COM
FEDERAL TTN: 38-2105877

August 14, 2007

CERTIFIED MAIL NO.
7006 0100 0002 1119 8994

Amtek (USA) Enterprises, Inc.
2540 North First Street, Suite 309
San Jose, CA 95131

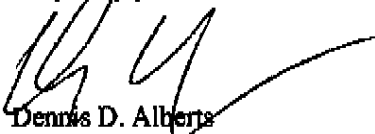
RE: Delphi Automotive Systems, LLC vs. Amtek
Case No. 07-084966-CK
Our File No. 74537

Dear Sir/Madam:


Enclosed please find a Summons and Complaint filed in the above-referenced matter, along with the court's Notice of Mandatory Filing. You are being served pursuant to MCR 2.105. Pursuant to Michigan Court Rules, you have twenty-eight (28) days in which to answer this Complaint.

If you have any questions or wish to discuss this matter further, please call our office.

Very truly yours,


Dennis D. Alberts

DDA/lmw
Enc;

A handwritten capital letter 'C' in black ink, centered on the page. The letter is formed by a single continuous stroke, starting from the top right, curving counter-clockwise to the bottom left, and then curving back up to the top right.

OGNE, ALBERTS & STUART, P.C.

ATTORNEYS AND COUNSELORS

1869 EAST MAPLE ROAD
TROY, MICHIGAN 48063

TELEPHONE 248-362-3707

DENNIS D. ALBERTS

DALBERTS@OASPC.COM

FACSIMILE: 248-362-0422
WEBSITE: WWW.OASPC.COM
FEDERAL TIN: 38-2105877

August 16, 2007



Amtek Engineering Limited
1 Kian Teck Drive
Singapore 628818

RE: Delphi Automotive Systems, LLC vs. Amtek
Case No. 07-084966-CK
Our File No. 74537

Dear Sir/Madam:

Enclosed please find a Summons and Complaint filed in the above-referenced matter, along with the court's Notice of Mandatory Filing. You are being served pursuant to MCR 2.105. Pursuant to Michigan Court Rules, you have twenty-eight (28) days in which to answer this Complaint.

If you have any questions or wish to discuss this matter further, please call our office.

Very truly yours,


Dennis D. Alberts

DDA/lmw
Enc;

8
12.9.07

CIVIL COVER SHEET County in which this action arose Oakland County, Michigan

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Delphi Automotive Systems, LLC and its Operating Division Delphi Electronics & Safety Division

(b) County Of Residence Of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address And Telephone Number)

Ogne, Alberts & Stuart, PC, 1869 East Maple Rd, Troy, MI 48083,
(248) 362-3707

DEFENDANTS

Amtek Engineering Limited, Amtek Mexico SA de CV, and Amtek (USA) Enterprises, Inc.

County Of Residence Of First Listed Defendant

Foreign

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED

Attorneys (If Known)

Kerr, Russell, and Weber, PLC, 500 Woodward Ave, Suite 2500,
Detroit, MI 48226, (313) 961-0200, and
Fulbright & Jaworski, LLP, 2200 Ross Avenue, Suite 2800, Dallas, TX
75201, (214) 855-7438

II. BASIS OF JURISDICTION (Select One Box Only)☐ 1 U.S. Government Plaintiff☐ 3 Federal Question (U.S. Government Not a Party)☐ 2 U.S. Government Defendant☒ 4 Diversity (Indicate Citizenship of Parties in item III)**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Select One Box For Plaintiff and One Box For Defendant)

Citizen of This State

PTF DEF
☒ 1 ☐ 1

Incorporated or Principal Place of Business in This State

PTF DEF
☐ 4 ☐ 4

Citizen of Another State

☐ 2 ☐ 2

Incorporated and Principal Place of Business in Another State

☐ 5 ☐ 5

Citizen or Subject of a Foreign Country

☐ 3 ☒ 3

Foreign Nation

☐ 6 ☐ 6**IV. NATURE OF SUIT** (Select One Box Only)**CONTRACT**

- ☐ 110 Insurance
☐ 120 Marine
☐ 130 Miller Act
☐ 140 Negotiable Instrument
☐ 150 Recovery of Overpayment & Enforcement of Judgment
☐ 151 Medicare Act
☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
☐ 153 Recovery of Overpayment of Veteran's Benefits
☐ 160 Stockholders' Suits
☒ 170 Other Contract
☐ 195 Consumer Product Liability
☐ 196 Franchise

TORTS**PERSONAL INJURY**

- ☐ 310 Airplane
☐ 315 Airplane Product Liability
☐ 320 Assault, Libel & Slander
☐ 330 Federal Employers' Liability
☐ 340 Marine
☐ 345 Marine Product Liability
☐ 350 Motor Vehicle
☐ 355 Motor Vehicle Product Liability
☐ 360 Other Personal Injury

PERSONAL INJURY

- ☐ 362 Personal Injury- Med. Malpractice
☐ 365 Personal Injury Product Liability
☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY

- ☐ 370 Other Fraud
☐ 371 Truth in Lending
☐ 380 Other Personal Property Damage
☐ 385 Property Damage Product Liability

REAL PROPERTY

- ☐ 210 Land Condemnation
☐ 220 Foreclosure
☐ 230 Rent Lease & Equipment
☐ 240 Torts to Land
☐ 245 Tort Product Liability
☐ 290 All Other Real Property

CIVIL RIGHTS

- ☐ 441 Voting
☐ 442 Employment
☐ 443 Housing/ Accommodations
☐ 444 Welfare
☐ 445 Amer. w/Disabilities - Employment
☐ 446 Amer. w/Disabilities - Other
☐ 449 Other Civil Rights

PRISONER PETITIONS

- ☐ 510 Motions to Vacate Sentence
☐ Habeas Corpus
☐ 530 General
☐ 535 Death Penalty
☐ 540 Mandamus & Other
☐ 550 Civil Rights
☐ 555 Prison Condition

Case: 2:07-cv-13843

Assigned To: Hood, Denise Page

Referral Judge: Pepe, Steven D

Filed: 09-12-2007 At 01:10 PM

REM DELPHI ET AL V. AMTEK ENG ET AL (DA)

ES

- ☐ 650 Antire Regs.
☐ 660 Occupational Safety/Health
☐ 690 Other

- ☐ 820 Copyrights
☐ 830 Patent
☐ 840 Trademark

Corrupt Organizations

- ☐ 480 Consumer Credit
☐ 490 Cable/Sat TV
☐ 810 Selective Service
☐ 850 Securities/Commodities Exchange

LABOR

- ☐ 710 Fair Labor Standards Act
☐ 720 Labor/Mgmt. Relations
☐ 730 Labor/Mgmt. Reporting & Disclosure Act
☐ 740 Railway Labor Act
☐ 790 Other Labor Litigation
☐ 791 Empl. Ret. Inc. Security Act

SOCIAL SECURITY

- ☐ 861 HIA (1395ff)
☐ 862 Black Lung (923)
☐ 863 DWC/DIWW (405(p))
☐ 864 SSD Title XVI
☐ 865 RSI (405(g))

- ☐ 875 Customer Challenge 12 USC 3410
☐ 890 Other Statutory Actions
☐ 891 Agricultural Acts
☐ 892 Economic Stabilization Act
☐ 893 Environmental Matters
☐ 894 Energy Allocation Act
☐ 895 Freedom of Information Act
☐ 900 Appeal of Fee Determination Under Equal Access to Justice
☐ 950 Constitutionality of State Statutes

FEDERAL TAX SUITS

- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
☐ 871 IRS - Third Party 26 USC 7609

V. ORIGIN (Select One Box Only)☐ 1 Original Proceeding☒ 2 Removed from State Court☐ 3 Remanded from Appellate Court☐ 4 Reinstated or Reopened☐ 5 Transferred from another district (specify)☐ 6 Multidistrict Litigation☐ 7 Appeal to District Judge from Magistrate Judgment**VI. CAUSE OF ACTION**

Cite The Us Civil Statute under which you are filing (Do Not Cite Jurisdictional Statutes Unless Diversity):

28 U.S.C. §§ 1332, 1441, and 1446

Brief description of cause:

Plaintiff seeks damages for breach of contract, guarantee, bailment, and agency claims.

VII. REQUESTED IN COMPLAINT:☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ over \$1.92 million

CHECK YES only if demanded in complaint:

JURY DEMAND

☒ YES☐ NO**VIII. RELATED CASE(S) IF ANY**

(See instructions)

JUDGE

DOCKET NUMBER

DATE

9-12-2007

SIGNATURE OF ATTORNEY OF RECORD

Christi A. Padrick

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING FEE

JUDGE

MAG. JUDGE

1. Is this a case that has been previously dismissed?

☐ Yes

☒ No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

☐ Yes

☒ No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

Notes: _____

Case removed from Oakland County Circuit Court, Case No. 07-084966-CK, Hon. Michael Warren.